

<i>SERFF Tracking Number:</i>	<i>USPX-125283264</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>United Services Automobile Association, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026019</i>
<i>Company Tracking Number:</i>	<i>AUTAR00024CGF01</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>Product Administration</i>		
<i>Project Name/Number:</i>	<i>Product Administration/AUTAR00024CGF01</i>		

## Filing at a Glance

Companies: United Services Automobile Association, USAA Casualty Insurance Company, USAA General Indemnity Company, Garrison Property and Casualty Insurance Company

Product Name: Product Administration	SERFF Tr Num: USPX-125283264	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026019
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: AUTAR00024CGF01	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: SPI USAAPC	Disposition Date: 09/11/2007
	Date Submitted: 09/06/2007	Disposition Status: Approved
Effective Date Requested (New): 10/01/2007		Effective Date (New): 10/01/2007
Effective Date Requested (Renewal): 10/01/2007		Effective Date (Renewal):

## General Information

Project Name: Product Administration	Status of Filing in Domicile:
Project Number: AUTAR00024CGF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/11/2007	
State Status Changed: 09/06/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

As a result of Arkansas HB 2243 which requires that our automobile policy extend coverage on a primary basis to rented or leased vehicles, United Services Automobile Association (USAA), USAA Casualty Insurance Company (USAA-CIC), USAA General Indemnity Company (USAA-GIC), and Garrison Property and Casualty Insurance Company (Garrison) are amending the Other Insurance Provisions under Parts A - Liability, B - PIP and MP and C - Uninsured Motorists & Underinsured Motorists Coverage and the Other Sources of Recovery under Part D.

We are using approved wording from ISO Circular Li - PA-2007-160 dated 06-08-2007. Our claims department is reading-in coverage until the endorsements are approved.

SERFF Tracking Number:	USPX-125283264	State:	Arkansas
First Filing Company:	United Services Automobile Association, ...	State Tracking Number:	AR-PC-07-026019
Company Tracking Number:	AUTAR00024CGF01		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	Product Administration		
Project Name/Number:	Product Administration/AUTAR00024CGF01		

Your approval of this submission is requested for policies "written" on or after October 01, 2007. If you have any questions, you may contact me at (800) 531-8722, ext 85315 or by email at [scott.hawthorne@usaa.com](mailto:scott.hawthorne@usaa.com). My facsimile number is (866) 308-3638.

## Company and Contact

### Filing Contact Information

Scott Hawthorne, Compliance Analyst	<a href="mailto:scott.hawthorne@usaa.com">scott.hawthorne@usaa.com</a>
9800 Fredericksburg Road	(210) 498-5315 [Phone]
San Antonio, TX 78288-1033	(866) 358-3638[FAX]

### Filing Company Information

United Services Automobile Association	CoCode: 25941	State of Domicile: Texas
9800 Fredericksburg Road	Group Code: 200	Company Type: Property & Casualty

ATTN: Insurance Regulatory Compliance, A-03-W

San Antonio, TX 78288-0435	Group Name: USAA Group	State ID Number:
(210) 498-8722 ext. [Phone]	FEIN Number: 74-0959140	

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USAA Casualty Insurance Company	CoCode: 25968	State of Domicile: Texas
9800 Fredericksburg Road	Group Code: 200	Company Type: Property & Casualty

ATTN: Insurance Regulatory Compliance, A-03-W

San Antonio, TX 78288-0435	Group Name: USAA Group	State ID Number:
(210) 498-8722 ext. [Phone]	FEIN Number: 59-3019540	

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USAA General Indemnity Company	CoCode: 18600	State of Domicile: Texas
9800 Fredericksburg Road	Group Code: 200	Company Type: Property & Casualty

ATTN: Insurance Regulatory Compliance, A-03-W

San Antonio, TX 78288-0435	Group Name: USAA Group	State ID Number:
(210) 498-8722 ext. [Phone]	FEIN Number: 74-1718283	

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Garrison Property and Casualty Insurance	CoCode: 21253	State of Domicile: Texas
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*SERFF Tracking Number:*      *USPX-125283264*      *State:*      *Arkansas*  
*First Filing Company:*      *United Services Automobile Association, ...*      *State Tracking Number:*      *AR-PC-07-026019*  
*Company Tracking Number:*      *AUTAR00024CGF01*  
*TOI:*      *19.0 Personal Auto*      *Sub-TOI:*      *19.0001 Private Passenger Auto (PPA)*  
*Product Name:*      *Product Administration*  
*Project Name/Number:*      *Product Administration/AUTAR00024CGF01*

**Company**

9800 Fredericksburg Road

Group Code: 200

Company Type: Property &  
Casualty

ATTN: Insurance Regulatory Compliance, A-03-W

San Antonio, TX 78288-0435

Group Name: USAA Group

State ID Number:

(210) 498-8722 ext. [Phone]

FEIN Number: 43-1803614

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SERFF Tracking Number:	USPX-125283264	State:	Arkansas
First Filing Company:	United Services Automobile Association, ...	State Tracking Number:	AR-PC-07-026019
Company Tracking Number:	AUTAR00024CGF01		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
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Project Name/Number:	Product Administration/AUTAR00024CGF01		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
TBD	\$50.00	09/06/2007

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Alexa Grissom	09/11/2007	09/11/2007

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Product Name:	Product Administration		
Project Name/Number:	Product Administration/AUTAR00024CGF01		

## Disposition

Disposition Date: 09/11/2007  
Effective Date (New): 10/01/2007  
Effective Date (Renewal):  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	AMENDMENT OF POLICY PROVISIONS ARKANSAS	Approved	Yes
Form	AMENDMENT OF POLICY PROVISIONS	Approved	Yes

SERFF Tracking Number: *USPX-125283264* State: *Arkansas*

First Filing Company: *United Services Automobile Association, ...* State Tracking Number: *AR-PC-07-026019*

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Product Name: *Product Administration*

Project Name/Number: *Product Administration/AUTAR00024CGF01*

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	AMENDMENT OF POLICY PROVISIONS ARKANSAS	A100AR(07)	08-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:A100AR(06) Previous Filing #:	51.00	A100AR(07).PDF
Approved	AMENDMENT OF POLICY PROVISIONS	A400AR(04)	08-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:A400AR(03) Previous Filing #:	54.00	A400AR(04).PDF



## AMENDMENT OF POLICY PROVISIONS ARKANSAS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

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### DEFINITIONS

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Definition I., temporary substitute vehicle, is deleted.

The following definitions are revised:

F. **Miscellaneous vehicle** means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

L. **Your covered auto** means:

1. Any vehicle shown on the Declarations.
2. Any **newly acquired vehicle**.
3. Any **trailer you** own.

The following definitions are added:

M. **Driving contest or challenge** includes, but is not limited to:

1. A competition against other people, vehicles, or time; or
2. An activity that challenges the speed or handling characteristics of a vehicle, or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from nonparticipants.

N. **Fungi** means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.

O. **Motorcycle** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

P. **Newly acquired vehicle**.

1. **Newly acquired vehicle** means a vehicle, not insured under another policy, that is acquired by **you** or any **family member** during the policy period and is:

- a. A private passenger auto, pickup, or **van**;
- b. A **miscellaneous vehicle** that is not used in any business or occupation; or
- c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.

2. **We** will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a \$250 deductible for each loss.

3. Any automatic provision of coverage under P.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

4. **You** must pay an additional premium, as set out in Part E, Changes, B.3., for any coverage **we** provide under P.2. or P.3. above.

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## PART A - LIABILITY COVERAGE

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### EXCLUSIONS

Exclusion B.4. is revised as follows:

4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

- E. **We** do not provide Liability Coverage for **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.

### OTHER INSURANCE

The **Other Insurance Provision** is replaced by the following:

If there is other applicable liability insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any

insurance **we** provide to a **covered person** with respect to a vehicle you do not own shall be excess over (1) any other applicable liability insurance or (2) any self-insurance in compliance with a state's financial responsibility law.

However, **we** will provide primary insurance for a vehicle **you** do not own if:

1. A duly licensed automobile dealer provides a vehicle to **you** or a **family member**:
  - a. For use as a temporary substitute vehicle, while **your covered auto** is out of normal use because of its breakdown, repair, or servicing; or
  - b. To demonstrate the vehicle; or
2. The vehicle is rented or leased by **you** or any **family member** from a rental company for a period not more than 90 days.

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## PART B - PERSONAL INJURY PROTECTION COVERAGE

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(referred to as PIP)

### DEFINITIONS

Definitions A., Air Bag, and J., Seat Belt, are deleted.

Definitions C., **Covered person** is replaced in its entirety as follows:

1. **You** or any **family member** who sustains **BI** while **occupying**; or as a pedestrian when struck by a **motor vehicle**;
2. Any other person who sustains **BI** while **occupying your covered auto**; or
3. Any **pedestrians**, bicyclist, motorcyclists, persons in a horse-drawn wagon or cart, and persons riding on an animal, who sustains **BI** when struck by **your covered auto**.

### INSURING AGREEMENT

Paragraph B., Air Bag and Seat Belt Benefits is deleted.

### LIMIT OF LIABILITY

Paragraph B. is deleted.

### EXCLUSIONS

Exclusion 10. is deleted.

### OTHER INSURANCE

The **Other Insurance Provision** is replaced by the following:

- A. These coverages shall not be applicable, or payable to any **covered person** to whom similar coverage that is equal to or

greater than that prescribed by Arkansas law is afforded either as a **named insured**, insured, or additional insured under another valid and collectible automobile insurance policy.

B. However, **we** will provide primary insurance for a vehicle **you** do not own if:

1. A duly licensed automobile dealer provides a vehicle to **you** or a **family member**:

a. For use as a temporary substitute vehicle, while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or

b. To demonstrate the vehicle; or

2. The vehicle is rented or leased by **you** or any **family member** from a rental company for a period not more than 90 days.

## CONDITIONS

The Conditions section is deleted in its entirety.

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## PART B - MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

Paragraph A. of the Insuring Agreement is replaced in its entirety by the following:

A. **We** will pay only the **reasonable fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:

1. Result from **BI** sustained by a **covered person** in an auto accident; and
2. Be incurred for services rendered within 24 months of the date of the auto accident.

B. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **reasonable fees** for **medically necessary and appropriate services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount **we** determine to be **reasonable fees** and reasonable expenses, but such additional charges are not covered.

### EXCLUSIONS

Exclusion 11. is revised as follows:

11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

### OTHER INSURANCE

The **Other Insurance Provision** is replaced by the following:

If there is other applicable auto medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance **we** provide with respect to a vehicle **you** do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, **we** will provide primary insurance for a vehicle **you** do not own if:

1. A duly licensed automobile dealer provides a vehicle to **you** or a **family member**:

a. For use as a temporary substitute vehicle, while **your covered auto** is out of normal because of its breakdown, repair or servicing; or

b. To demonstrate the vehicle; or

## ARBITRATION

2. The vehicle is rented or leased by **you** or any **family member** from a rental company for a period not more than 90 days.

The Arbitration section is deleted in its entirety.

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## PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM) and UNDERINSURED MOTORISTS COVERAGE (referred to as UIM)

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### DEFINITIONS

Definition B. is revised as follows:

- B. **Property Damage** (referred to as **PD**) as used in this Part means injury to or destruction of **your covered auto**, plus a reasonable allowance for loss of use of **your covered auto**.

### EXCLUSIONS

Exclusion B.5. is revised as follows:

5. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

### OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable insurance for UM Coverage or UIM Coverage available under one or more policies or provisions of coverage that is similar to the insurance provided by this Part:

- A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- B. Any insurance **we** provide with respect to a vehicle **you** do not own or to a person other than **you** or a **family member** will be excess over any collectible insurance providing such coverage on a primary basis. However, **we** will provide primary insurance for a vehicle **you** do not own if:

1. A duly licensed automobile dealer provides a vehicle to **you** or a **family member**:

- a. For use as a temporary substitute vehicle, while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or

- b. To demonstrate the vehicle; or

2. The vehicle is rented or leased by **you** or any **family member** from a rental company for a period not more than 90 days.

- C. If the coverage under this policy is provided:

1. On a primary basis, **we** will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
2. On a excess basis, **we** will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a excess basis.

## ARBITRATION

The **Arbitration** section is deleted in its entirety.

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## PART E - GENERAL PROVISIONS

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### AIR BAG

The Air Bag section is deleted in its entirety.

### CHANGES

Paragraph B. is revised as follows:

B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

1. Change in location where any vehicle is garaged.
2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**. **You** must pay the applicable premium for the **newly acquired vehicle** beginning on the date **you** or a **family member** becomes the owner of the vehicle. See DEFINITIONS - **newly acquired vehicle**.
4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.
5. Change in date of birth, marital status, driver's license information, or driving record of any operator.

6. Addition or deletion of an operator.

7. Change, addition, or deletion of any coverage or limits.

The following paragraph is added:

E. Deployment.

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will automatically reinstate the coverage that was on the vehicle prior to the deployment-caused reduction.
2. Any automatic reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
3. **You** must pay an additional premium, as set out in Part E., Changes, B.7., for the reinstated coverage.

### OWNERSHIP

The Ownership section is replaced in its entirety by the following:

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.:

The following section is added:

### **SPOUSE ACCESS**

- A. The named insured and **we** agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.
- B. The named insured may notify **us** that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws and **we** will not permit the resident spouse to access policy information.

### **TERMINATION**

Paragraph A. is replaced in its entirety by the following:

- A. Cancellation. This policy may be cancelled during the policy period as follows:
  - 1. **You** may cancel the policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.
  - 2. **We** may cancel this policy at any time for any reason permitted by law by mailing a notice to the named insured shown on the Declarations at the address shown in this policy by giving:
    - a. At least ten days notice if cancellation is for nonpayment of premium.
    - b. At least 20 days notice in all other cases.

- 3. After this policy is in effect for 60 days, or if this is a renewal policy, **we** will cancel only:

- a. For nonpayment of premium; or
- b. For fraud or misrepresentation of a material fact, the knowledge of which would have caused **us** to decline to issue a policy; or
- c. If **your** driver's license or that of any driver who customarily uses **your covered auto** has been suspended or revoked. This must have occurred:
  - (1) During the policy period; or
  - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, **we** may not cancel under paragraph A.3.c. solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK CODE ANN. Section 5-65-104; or

- d. For any other reason permitted by law.

Paragraph B. is replaced in its entirety by the following:

- B. Nonrenewal. If **we** decide not to renew this policy, **we** will mail notice to the named insured shown on the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

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## AMENDMENT OF POLICY PROVISIONS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

This Amendment replaces Part D in its entirety.

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### PART D - PHYSICAL DAMAGE COVERAGE

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IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

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#### DEFINITIONS

- A. **Actual cash value** means the amount that it would cost, at the time of **loss**, to buy a comparable vehicle. As applied to **your covered auto**, a comparable vehicle is one of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.
- B. **Collision** means the impact with an object and includes upset of a vehicle. **Loss** caused by the following is covered under Comprehensive Coverage and is not considered **collision**: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a **collision** **you** may elect to have it considered a **loss** caused by **collision**.
- C. **Equipment and accessories** means personal property while in or upon **your covered auto**.
- D. **Loss** means direct and accidental damage to the operational safety, function, or appearance of, or theft of, **your covered auto** or **equipment and accessories** that are not permanently installed in **your covered auto**. **Loss** includes a total loss, but does not include any damage other than the cost to **repair** or replace. **Loss** does not include any loss-of-use, or diminution in value that would remain after **repair** or replacement of the damaged or stolen property.

#### E. Nonowned vehicle.

1. **Nonowned vehicle** means any private passenger auto, pickup, **van**, **miscellaneous vehicle**, or **trailer** not owned by, or furnished or available for the regular use of, **you** or a **family member**. This applies only when the vehicle is in the custody of or being operated by **you** or a **family member**.
2. A **nonowned vehicle** does not include any of the following vehicles used in any business or occupation other than farming or ranching:
  - a. A pickup;
  - b. A **van**; or
  - c. A **miscellaneous vehicle**.

#### F. Repair.

1. **Repair** means restoring the damaged property to its pre-**loss** operational safety, function, and appearance. This may include the replacement of component parts.
2. Repair does not require:
  - a. A return to the pre-**loss** market value of the property;
  - b. Restoration, alteration, or replacement of undamaged property, unless such is needed for the operational safety of the vehicle; or

- c. Rekeying of locks following theft or misplacement of keys.

G. **Your covered auto**, as used in this Part, includes:

1. **Equipment and accessories** permanently installed in **your covered auto**.
2. A **nonowned vehicle**. If there is a **loss** to a **nonowned vehicle**, we will provide the broadest coverage shown on the Declarations.

## INSURING AGREEMENT

A. Comprehensive Coverage (excluding **collision**).

1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, and **equipment and accessories** that are not permanently installed in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.

2. Transportation expenses. **We** will also pay:

- a. Up to \$15 a day, to a maximum of \$450, for transportation expenses incurred by **you**. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer.
- b. If Increased Rental Reimbursement Coverage is afforded, limits for transportation expenses are increased up to \$30 per day to a maximum of \$900.

B. Collision Coverage. **We** will pay for **loss** caused by **collision** to **your covered auto** and **equipment and accessories** that are not permanently installed in **your covered auto**, minus any applicable deductible shown on the Declarations.

C. Rental Reimbursement Coverage and Increased Rental Reimbursement Coverage (for **loss** other than total theft).

1. **We** will reimburse **you** for expenses **you** incur to rent a substitute for **your covered auto**. These coverages apply only if:

- a. **Your covered auto** is withdrawn from use for more than 24 hours due to a **loss**, other than a total theft, to that auto; and

- b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.

2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If we determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.

D. Towing and Labor Costs Coverage. **We** will pay the reasonable costs **you** incur for one of the following each time **your covered auto** is disabled:

1. Mechanical labor up to one hour at the place of breakdown.
2. Towing, to the nearest place where necessary repairs can be made during regular business hours, if the vehicle will not run or is stranded on or immediately next to a public road.
3. Delivery of gas to, or a change of tire on a disabled vehicle. However, **we** do not pay for the cost of these items.



## LIMIT OF LIABILITY

A. Total loss to **your covered auto**. Our limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle. We will declare **your covered auto** to be a total loss if, in our judgment, the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.

B. Other than a total loss to **your covered auto**.

1. Our limit of liability under Comprehensive Coverage and Collision Coverage is the amount necessary to **repair** the **loss** based on our estimate or an estimate that we approve, if submitted by **you** or a third party. Upon request, we will identify at least one facility that is willing and able to complete the **repair** for the amount of the estimate.

2. Our estimate may specify used, rebuilt, remanufactured, or non-Original Equipment Manufacturer (non-OEM) parts.

3. **You** may request that damaged parts be replaced with new Original Equipment Manufacturer (OEM) parts. **You** will be responsible, however, for any cost difference between the parts included in our estimate and the new OEM parts used in the **repair**.

4. We will not take a deduction for depreciation. We will take a deduction if prior damage has not been **repaired**. Prior damage does not include wear and tear.

C. **Equipment and accessories** that are not permanently installed in **your covered auto**. The limits of liability described below are separate from the limits available for a **loss** to **your covered auto**:

1. Our limit of liability is the lesser of:

a. The amount necessary to replace the damaged or stolen property; or

b. \$250.

2. We will not take a deduction for depreciation.

D. Under Rental Reimbursement Coverage, our limit of liability is \$15 a day, to a maximum of \$450. Under Increased Rental Reimbursement Coverage, our limit of liability is \$30 a day, to a maximum of \$900.

E. Under Towing and Labor Costs Coverage, our limit of liability is the reasonable price for the covered service.

## PAYMENT OF LOSS

We may pay for **loss** in money, or **repair** or replace the damaged or stolen property. We may, at our expense, return any stolen property to **you** or to the address shown on the Declarations. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the damaged or stolen property and pay **you** an agreed or appraised value for it. We cannot be required to assume the ownership of damaged property. We may settle a claim either with **you** or with the owner of the property.

## LOSS PAYABLE CLAUSE

**Loss** or damage under this policy will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. This insurance, with respect to the interest of the loss payee, will not become invalid because of **your** fraudulent acts or omissions unless the **loss** results from **your** conversion, secretion, or embezzlement of **your covered auto**. We may cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown on the Declarations. We may send notices to the loss payee either by mail or by electronic means. However, if the loss payee requests in writing that we not send notices, including a notice of cancellation, we will abide by that request. When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

## WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to **loss** caused by **collision** with another vehicle if all of these conditions are met:

1. The **loss** to **your covered auto** is greater than the deductible amount; and
2. The owner and driver of the other vehicle are identified; and
3. The owner or driver of the other vehicle has a liability policy covering the **loss**; and
4. The driver of **your covered auto** is not legally responsible, in any way, for causing or contributing to the **loss**.

## EXCLUSIONS

We will not pay for:

1. **Loss** to **your covered auto** which occurs while it is used to carry persons for a fee. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to wear and tear, freezing, or road damage to tires. This does not apply if the damage results from the total theft of **your covered auto**. This exclusion (2.) does not apply to Towing and Labor Costs Coverage.
3. Damage due and confined to mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of **your covered auto** or its equipment. We will pay for ensuing damage only to the extent the damage occurs outside of the major component (such as transmission/transaxle, electrical system, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assembly, and steering) in which the initial mechanical or electrical breakdown or failure occurs.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto**, and it does not apply to Towing and Labor Costs Coverage.

4. **Loss** due to or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.
5. **Loss** to a camper body or **trailer you** own which is not shown on the Declarations. This exclusion (5.) does not apply to one **you** acquire during the policy period and ask **us** to insure within 30 days after **you** become the owner.
6. **Loss** to any **nonowned vehicle** when used by any person without a reasonable belief that that person is entitled to do so.
7. **Loss** to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.
8. **Loss** to any **nonowned vehicle** arising out of its use by **you** or a **family member** while employed or otherwise engaged in **auto business** operations.
9. **Loss** to **your covered auto** while it is rented or leased to others.
10. **Loss** to any vehicle while it is being operated in, or in practice for, any **driving contest or challenge**.
11. **Loss** resulting from:
  - a. The acquisition of a stolen vehicle;
  - b. Any legal or governmental action to return a vehicle to its legal owner; or
  - c. Any confiscation or seizure of a vehicle by governmental authorities.

This exclusion (11.) does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.

12. **Loss** resulting from use in any illicit or prohibited trade or transportation.

13. Any **loss** arising out of any act committed:

- a. By or at the direction of **you** or any **family member**; and
- b. With the intent to cause a **loss**.

14. **Loss** caused by **fungi**, wet or dry rot, or bacteria. This means the presence, growth, proliferation, spread, or any activity of **fungi**, wet or dry rot, or bacteria. This exclusion (14.) does not apply to damage directly resulting from a **loss** covered under Comprehensive Coverage or Collision Coverage.

#### NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the **loss**, we will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a **nonowned vehicle** will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **nonowned vehicle**.
2. Any other applicable physical damage insurance.
3. Any other source of recovery applicable to the **loss**.

However, **we** will provide primary insurance for a vehicle **you** do not own if:

1. A duly licensed automobile dealer provides a vehicle to **you** or a **family member**:
  - a. For use as a temporary substitute vehicle, while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or
  - b. to demonstrate the vehicle; or
2. The vehicle is rented or leased by **you** or any **family member** from a rental company for a period not more than 90 days.

This provision does not apply to Towing and Labor Costs Coverage.

<i>SERFF Tracking Number:</i>	<i>USPX-125283264</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>United Services Automobile Association, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026019</i>
<i>Company Tracking Number:</i>	<i>AUTAR00024CGF01</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>Product Administration</i>		
<i>Project Name/Number:</i>	<i>Product Administration/AUTAR00024CGF01</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>USPX-125283264</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>United Services Automobile Association, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026019</i>
<i>Company Tracking Number:</i>	<i>AUTAR00024CGF01</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>Product Administration</i>		
<i>Project Name/Number:</i>	<i>Product Administration/AUTAR00024CGF01</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	09/11/2007
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### Comments:

### Attachment:

P&C Transmittal Document.PDF


## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	USAA Group				<b>Group NAIC #</b>	200
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
United Services Automobile Association	TX	25941	74-0959140			
USAA Casualty Insurance Company	TX	25968	59-3019540			
USAA General Indemnity Company	TX	18600	74-1718283			
Garrison Property and Casualty Insurance Company	TX	21253	43-1803614			

<b>5. Company Tracking Number</b>	AUTAR00024CGF01
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Scott Hawthorne, CPCU, ChFC, CLU 9800 Fredericksburg Road San Antonio TX 78288-1033	Compliance Analyst	800-531-8722 Ext. 85315	866-358-3638	<a href="mailto:scott.hawthorne@usaa.com">scott.hawthorne@usaa.com</a>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Scott Hawthorne, CPCU, ChFC, CLU			

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	19.0 Personal Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	19.0001 Private Passenger Auto (PPA)
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing Title)</b>	Personal Automobile Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Written Date(s) Requested</b>	New: 10/01/2007      Renewal: 10/01/2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	09-06-2007
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

# Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	AUTAR00024CGF01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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As a result of Arkansas HB 2243 which requires that our automobile policy extend coverage on a primary basis to rented or leased vehicles, United Services Automobile Association (USAA), USAA Casualty Insurance Company (USAA-CIC), USAA General Indemnity Company (USAA-GIC), and Garrison Property and Casualty Insurance Company (Garrison) are amending the Other Insurance Provisions under Parts A - Liability, B - PIP and MP and C - Uninsured Motorists & Underinsured Motorists Coverage and the Other Sources of Recovery under Part D.

We are using approved wording from ISO Circular Li - PA-2007-160 dated 06-08-2007. Our claims department is reading-in coverage until the endorsements are approved.

Your approval of this submission is requested for policies "written" on or after October 01, 2007. If you have any questions, you may contact me at (800) 531-8722, ext 85315 or by email at [scott.hawthorne@usaa.com](mailto:scott.hawthorne@usaa.com). My facsimile number is (866) 308-3638.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<div data-bbox="183 1463 438 1518"> <p><b>Check #:</b> TBD</p> <p><b>Amount:</b> \$50.00</p> </div> <div data-bbox="154 1757 1300 1812"> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> </div>

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	<b>This filing transmittal is part of Company Tracking #</b>	AUTAR00024CGF01
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2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	AMENDMENT OF POLICY PROVISIONS ARKANSAS	A100AR(07) 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A100AR(06)	
02	AMENDMENT OF POLICY PROVISIONS	A400AR(04) 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A400AR(03)	
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		